

LEASE

Project _____ Parcel(s) _____

This lease, made this _____ day of _____, 20____, at _____, North Dakota, is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and _____

hereinafter referred to as the Lessee(s), whose address is _____.

WITNESSETH, that NDDOT, in consideration of \$_____ which has been paid by the Lessee(s), receipt is hereby acknowledged by NDDOT, does covenant and agree to lease, demise, and let unto the Lessee(s) that certain property in _____ County, state of North Dakota, and more specifically described as follows, to wit:

SAMPLE

For an undetermined term commencing on the _____ day of _____, 20_____, and subject to cancellation on a 30-day notice in writing, by either party.

The herein described property is not at present used for road purposes and this lease is a part of the consideration of the acquisition by NDDOT.

The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

Lessee(s) hereby covenants and agrees to the following stipulations:

1. Not to commit, suffer, or permit any waste of said property, and not to use or permit the use of said property for any illegal or building purposes. Lessee(s) further agrees to comply with all sovereign laws and ordinances concerning said property and the use thereof.
2. Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said property without the written consent of NDDOT.
3. It is specifically agreed and understood that the Lessee(s) shall not call on NDDOT to make any improvements or repairs on said property of any nature whatsoever, but Lessee(s) hereby specifically covenants and agrees to keep the same in good order and condition at Lessee(s) own cost and expense.
4. That the Lessee(s) at the termination of this lease will remove all fences, posts, or any property which may be stored on these premises.
5. That the Lessee(s) will keep weeds mowed and removed so no unsightly trash may accumulate in the fence areas.

EXECUTED the date last below signed.

LESSEE:

NAME & TITLE (TYPE OR PRINT)

RIGHT OF WAY AGENT (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

NAME & TITLE (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DESIGN ENGINEER (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE